

MercyCare HMO, Inc.
MercyCare Insurance Company
P.O. Box 550
Janesville WI 53547-0550

External Review Amendment

This External Review Amendment changes your Certificate of Coverage by adding or replacing parts of that certificate. All other parts of your certificate remain the same. Please keep this amendment with your certificate.

Your certificate is amended by replacing *Independent Review* section with the following:

EXTERNAL REVIEW

1. Definitions.

"Adverse benefit determination." A decision by MercyCare:

- To deny or terminate a benefit or fail to make a payment (in whole or in part) for any benefit on the basis that you are not eligible to participate in a plan, due to a utilization review, or on the basis that the item or service requested is experimental, investigational or not medically necessary or appropriate;
- To rescind your coverage, whether or not there is an adverse effect on a particular benefit at the time of the rescission.

"Final internal adverse benefit determination." An adverse benefit determination that has been upheld by MercyCare after you exhaust the internal appeals process described in the *Grievance* section of this certificate. The term also includes any adverse benefit determination that is deemed to have exhausted the internal appeals process because MercyCare has not strictly complied with that process.

"Independent review organization" or "IRO." A neutral organization engaged by MercyCare to independently review adverse benefit determinations. Independent review organizations must be accredited by URAC or by a similar nationally-recognized accrediting organization.

"Preliminary review." The initial review of your request for external appeal conducted by MercyCare to determine if your request is complete and eligible for external review.

2. Request an External Review.

You have the right to request and obtain an independent external review of any final internal adverse benefit determination. To request an external review, you submit a request with MercyCare within four months after the date you receive a notice of a final internal adverse benefit determination. If there is no corresponding date four months after the date you receive a notice, then the request must be filed by the first day of the fifth month following the receipt of the notice. For example, if the date you receive the notice is October 30, because there is no February 30, the request must be filed by March 1.

The request for external review must be made in writing and sent to MercyCare, Customer Service Department, External Review, and P.O. Box 550, Janesville, Wisconsin 53547-0550. The request should contain the following:

- Your name, address, and phone number.
- The reason you disagree with MercyCare's decision, including any documents that support your position.
- A statement authorizing your representative to pursue external review on your behalf if you choose to use one.

3. Preliminary Review.

Within five business days after you file a request for an external review, MercyCare will complete a preliminary review to determine whether your request is complete and eligible for external review. MercyCare will notify you of the results of its preliminary review within one business day after completing the review. If your request is not complete, you will have the opportunity to provide the information or materials needed to make the request complete within the four-month filing period or within the 48 hour period following your receipt of the results of our preliminary review, whichever is later.

4. Referral to an Independent Review Organization.

If your request is complete and is eligible for external review, MercyCare will randomly assign an IRO from among the IROs it has engaged to conduct external reviews. MercyCare will forward your request to the assigned IRO within five business days after the assignment. Upon receipt of your request, the assigned IRO will notify you in writing of your request's eligibility and acceptance for external review.

5. Review by Independent Review Organization.

The assigned IRO will review all the information and documents it timely receives. It will review MercyCare's decision independent of any decision or conclusions reached by MercyCare as part of its internal appeals process.

You may submit additional information in writing to the assigned IRO. The IRO is required to consider any information or materials provided within 10 business days after you receive the initial notice from the IRO that your request for external review has been accepted. The IRO may, but is not required to, accept and consider additional information submitted after 10 business days. The IRO will forward any additional information you submit to MercyCare.

If, on the basis of any additional information you submit, MercyCare reconsiders your case and decides that the treatment should be covered, the external review is terminated. An external review does not include appearances by you or your authorized representative, any person representing MercyCare, or any witness on behalf of either you or MercyCare.

The assigned IRO will provide written notice of its final decision to you and to MercyCare within 45 days after the IRO receives the request for external review. The written decision will include a general description of the reason for the request including information necessary to identify the claim, the date the IRO received the assignment to conduct the external review and the date of the IRO's decision, references to the evidence or documents the IRO considered in reaching its decision, a discussion of the principal reason for its decision.

If the assigned IRO provides written notice to MercyCare that it is reversing the final internal adverse benefit determination, MercyCare will immediately provide coverage or payment for the requested item or service.

6. Expedited Review.

An adverse benefit determination is eligible for an expedited external review if it involves a medical condition for which the timeframe for completion of an expedited internal appeal under the interim final regulations would seriously jeopardize your life or health or would jeopardize your ability to regain maximum function and if you have filed a request for an expedited internal appeal.

A final adverse benefit determination is eligible for an expedited external review if it involves a medical condition for which the timeframe for completion of a standard external review would seriously jeopardize your life or health or would jeopardize your ability regain maximum function, or if the final internal adverse benefit determination concerns an admission, available of care, continued stay, or health care item or service for which you received emergency services, but you have not been discharged from a facility.

If MercyCare receives a request for an expedited external review, it will immediately conduct the preliminary review described above. If the request is not complete or is not eligible, MercyCare will immediately notify you of the results of its preliminary review. If the request is both eligible and complete, MercyCare will assign the IRO and transmit all necessary documents and information to the assigned IRO.

The IRO will provide notice of its final decision as quickly as your medical condition or circumstance requires, but in no event more than 72 hours after the IRO receives the request for an expedited external review. If the notice is not in writing, within 48 hours after the date it provided the notice, the assigned IRO will provide written confirmation of that decision to you and to MercyCare.

OFFICE OF THE COMMISSIONER OF INSURANCE

You may resolve your problem by taking the steps outlined above. You may also contact the Office of the Commissioner of Insurance to file a complaint. The Office of the Commissioner of Insurance is a state agency that enforces Wisconsin's insurance laws. To request a complaint form, you can contact the Office of the Commissioner of Insurance by one of the following:

Office of the Commissioner of Insurance

P.O. Box 7873

Madison, WI 53707-7873

(800) 236-8517

(608) 266-3585

Fax: (608) 264-8115

Email: marketreg@oci.state.wi.us

Website: www.oci.wi.gov

MercyCare HMO, Inc.

**P.O. Box 550
Janesville, Wisconsin 53547-0550**

NOTICE REGARDING PEDIATRIC DENTAL SERVICES

This Plan does not include pediatric dental services as required under the federal Patient Protection and Affordable Care Act. This coverage is available in the insurance market and can be purchased as a stand-alone product. Please contact MercyCare's Customer Service Department at: **1-800-895-2421**, your agent, or the *American Health Benefits Exchange*, also called the *Health Insurance Marketplace*, if you wish to purchase pediatric dental coverage or a stand-alone dental services product.

MercyCare Health Plans
P.O. Box 550
Janesville WI 53547-0550
(608) 752-3431

**Residential Treatment for Psychological Disorder
and Chemical Dependency Amendment**

This amends your Certificate of Coverage by MercyCare. Except as stated below, the terms of your Certificate remain the same. Please keep this amendment with your Certificate.

The following replaces the Transitional Treatment entry under the Psychological Disorder and Chemical Dependency part of the Benefit Provisions section of your Certificate:

- Transitional Treatment – Treatment received in an outpatient setting that is more intensive than traditional outpatient care but less restrictive than traditional inpatient care is covered up to the benefit maximum specified in the Schedule of Benefits.

Transitional treatment is limited to intensive outpatient programs certified by the American Society of Addiction Medicine for the treatment of psychoactive substance abuse disorders; and the following programs certified by the Department of Health Services: mental health services and treatment for alcoholism and other drug problems in day treatment programs; services for chronic mental illness in community support programs; services for alcohol or drug dependent members in certified residential treatment programs; services for the treatment of psychological disorders in certified residential treatment programs; and programs to provide coordinated emergency mental health services for members who are experiencing a mental health crisis or who are in a situation likely to turn into a mental health crisis if support is not provided for the period of time the member is experiencing a mental health crisis until the member is stabilized or referred to other providers for stabilization. Programs providing coordinated emergency mental health services for members must provide timely notice to MercyCare to facilitate coordination of such services.

The word “Outpatient” in the second bullet point under **Coverage Provisions** under the Psychological Disorder and Chemical Dependency part of the Benefit Provisions section of your Certificate is deleted.

The clause “or residential care except for the treatment of alcohol or drug dependency” in the third bullet point under **Non-Covered Services** under the Psychological Disorder and Chemical Dependency part of the Benefit Provisions section of your Certificate is deleted.

The following replaces the definition of the word Confinement/Confined in the Glossary section of your Certificate:

Confinement or confined means (a) the period of time between admission as an inpatient or outpatient to a hospital, alcohol and other drug abuse (AODA) residential treatment center, qualified treatment facility, skilled nursing facility or licensed ambulatory surgical center, and discharge therefrom; or (b) the time spent receiving emergency care for sickness or bodily injury in a hospital. Hospital swing bed confinement is considered the same as confinement in a skilled nursing facility. If you are transferred to another facility or readmitted to the same or a similar facility for continued treatment of the same or related condition, it is considered one confinement.

This amendment forms a part of the Certificate and is effective on the effective date of the Certificate. Defined terms are used in the same manner as in the Certificate. Nothing in this amendment will vary, alter, waive or extend any of the terms of the Certificate, other than as specifically stated herein.

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Dependent Amendment

This Dependent Amendment changes your Certificate of Coverage by adding or replacing parts of that certificate. All other parts of your certificate remain the same. Please keep this amendment with your certificate.

Your certificate is amended by replacing *Dependent* in the Glossary section with the following:

DEPENDENT

Dependent means the following:

1. a covered employee's lawful spouse; or
2. a covered employee's natural blood-related child, adopted child, child placed for adoption with the covered employee, stepchild or legal ward who is under the age of 26; or
3. a dependent child (as described in paragraph 2 of this definition, regardless of age) who is a full-time student as defined in this Certificate, if the child was called to federal active duty in the National Guard or in a reserve component of the U.S. armed forces while the child was under 27 years of age when attending, on a full-time basis, an institution of higher learning; to qualify under this paragraph, the child must apply to an institution of higher education as a full-time student within 12 months from the date the child fulfilled his or her active duty obligation and, when a child is called to active duty more than once within a 4-year period of time, we will use the adult child's age when first called to active duty for determining eligibility under this paragraph; or
4. an unmarried, natural child of a dependent child (as described in paragraph 2 or 3 of this definition) until the dependent child is 18 years of age.

In the case of a child placed for adoption with the covered employee, "placed for adoption" is defined in section 632.896, Wisconsin Statutes.

If the employee is the father of a child born outside of marriage, the child does not qualify as a dependent unless there is a court order declaring paternity or acknowledgment of paternity is filed with the Wisconsin Department of Health Services or the equivalent agency if the birth was outside of the state of Wisconsin. Upon qualification, coverage for the child will be effective according to the Eligibility and Effective Date of Coverage section.

A spouse and stepchild cease to be a dependent on the date in which a divorce decree is granted, and may be terminated subject to Continuation and Conversion privileges.

A child, who is a full-time student, if otherwise eligible, ceases to be a dependent when the child ceases to be full-time student. Full-time student means the child is in regular full-time attendance at an accredited secondary school; accredited vocational, technical or adult education school, or an accredited college or university which provides a schedule of courses or classes and whose principal activity is the provision of an education. Proof of attendance is required upon request from MercyCare. Full-time student status is to be defined by the institution in which the student is enrolled. Full-time student status includes any intervening vacation period if the child continues to be a full-time student. Full-time student status also includes a medically necessary leave of absence during which the child ceases to be a full-time student. MercyCare may require the child to submit documentation and certification of the medical necessity of the leave of absence from the child's attending physician. Full-time student status due to a medically necessary leave of absence ends when any of the following occurs:

- a. The child advises MercyCare that he or she does not intend to return to school full time.
- b. The child becomes employed full time.
- c. The child obtains other health care coverage.
- d. The child marries and is eligible for coverage under his or her spouse's health care coverage.
- e. Coverage of the employee is discontinued or not renewed.
- f. One year has elapsed since the child ceased to be a full-time student due to the medically necessary leave of absence, and the child has not returned to school full-time.

A covered dependent child who attains the limiting age while insured under the policy shall remain eligible for benefits if he or she is incapable of self-sustaining employment because of mental retardation or physical handicap which existed before the dependent attained the limiting age. The dependent must continue to be chiefly dependent on the employee for support and maintenance. Written proof of incapacity and dependency must be provided to MercyCare in a form satisfactory to MercyCare within 31 days after the dependent's attainment of the limiting age. MercyCare, at its sole discretion, may require the dependent to be examined from time to time by a participating provider for the purpose of determining the existence of the incapacity prior to granting continued coverage. Such examinations may occur at reasonable intervals during the first two years after continuation under this section is granted and annually thereafter. The employee must notify MercyCare immediately of a cessation of incapacity or dependency.

A child who is considered a dependent ceases to be a dependent on the date the child becomes insured as an eligible employee.